

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

IN RE:	§	
	§	
HOT CRETE, LLC,	§	Case No. 24-10303-smr
	§	
Debtor.	§	Chapter 11
	§	

**DEBTOR’S MOTION FOR INTERIM AND FINAL AUTHORITY FOR THE
DEBTOR TO USE CASH COLLATERAL AND GRANTING RELATED RELIEF**

COMES NOW, Hot Crete, LLC (the “Debtor” or “Hot Crete”), as Debtor and Debtor-in-Possession in the above captioned bankruptcy case and, pursuant to 11 U.S.C. §§ 105, 361, 362, 363, and 364 of the United States Bankruptcy Code (the “Bankruptcy Code”), and rules 4001(b), 6003, and 6004 of the Federal Rules of Bankruptcy Procedure, and files this *Motion for Interim and Final Authority For the Debtor to Use Cash Collateral and Granting Related Relief* (the “Motion”). The Debtor will respectfully show as follows::

I. BACKGROUND

1. The Debtor commenced the case on March 22, 2024 (the “Petition Date”) by filing a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”).

2. The Debtor continues to operate its business as Debtor-in-Possession under sections 1107 and 1108 of the Bankruptcy Code. The Court has not appointed a trustee or examiner in this case.

3. The Debtor previously served pool construction companies by providing and spraying concrete shells for in-ground pools. Prior to filing the bankruptcy, Debtor ceased

operations due to its automobile insurance terminating. Since filing the petition, Debtor has positioned itself to liquidate its assets in this bankruptcy proceeding with a motion to employ a broker pending. The Debtor also anticipates filing a motion for authority to sell its equipment in the near future.

4. The Debtor's assets are generally: i) the vehicles, some of which are encumbered; ii) the cash in the pre-petition bank accounts with Frost Bank (Checking Acct.# 3563 & Savings Acct.# 9988); iii) an anticipated ERTC refund from the IRS; and, iv) potential legal claims.

5. Given the lack of ongoing operations, Debtor's monthly expenses are minimal. Specifically, the Debtor is looking to pay monthly insurance premiums, Google Suite licensing fees, and Quickbooks licensing fees. These expenses are necessary to keep the Debtor in a place to respond to various requests from past clients and potential claimants and maintain adequate insurance as statutorily required.

II. JURISDICTION AND VENUE

6. The Debtor commenced the case by filing a petition for relief under chapter 11 of the Bankruptcy Code. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and 157. This is a core proceeding under 28 U.S.C. § 157(b)(2). Venue is proper in the Western District of Texas because the Debtor's principal place of business is within the District.

7. The statutory basis for the relief requested herein are sections 105(a), 361, 363, and 364 of the Bankruptcy Code and rules 4001(b), 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

III. RELIEF REQUESTED

8. The Debtor has an immediate need to use the cash on hand in the Debtor's bank account and will be irreparably harmed if it is unable to use such cash or proceeds. Therefore,

Debtor seeks to use the Cash Collateral (defined below) which will enable it to maintain the status quo while it sells its equipment with an objective to provide a recovery for the creditors.

9. Section 363(c) of the Bankruptcy Code provides that a debtor-in-possession may use cash collateral if all interested entities consent or the Court, after a notice and a hearing, authorizes such use. Moreover, Section 363(e) of the Bankruptcy Code requires that the use of cash collateral be prohibited or conditioned as is necessary to provide adequate protection to persons that have an interest in cash collateral. *In re DeSardi*, 340 B.R. 790, 797 (Bankr. S.D. Tex. 2006). Jointly, these provisions authorize a debtor-in-possession to use a secured creditor's cash collateral if the relevant creditors consent or their collateral is adequately protected.

10. The burden to demonstrate that the cash constitutes cash collateral belongs to the party claiming an interest in that cash and is not the Debtor's burden to prove the contrary. *See* 11 U.S.C. § 363(o)(2).

11. While the Bankruptcy Code fails to define "adequate protection," section 361 offers non-exclusive examples of what may constitute adequate protection: (1) periodic cash payments equal to the reduction of the creditor's interest in the property; (2) an additional or replacement lien on other unencumbered property of the debtor; or (3) other relief that will provide the indubitable equivalent of the creditor's interest in the property. *See United Sav. Ass'n of Tex. V. Timbers of Inwood Forest Assocs., Ltd.*, 793 F.2d 1380, 1388 (5th Cir. 1986).

12. The Debtor may no longer be operating, however the Debtor can maximize the value of the estate by avoiding an emergency liquidation and will need to maintain insurance and the access to its business records until the assets are sold and proceeds realized. Additionally, the various homeowners and pool companies that utilized Hot-Crete's services will need the Debtor

to maintain access to its business records for claim processing purposes.¹ If the Debtor is not allowed to use the Cash Collateral, the business will fall into an emergency liquidation, certainly diminishing the return for all creditors, secured and unsecured. Here, Debtor proposes to use the Cash Collateral in accordance with the terms of the Budget, which is subject to revision, covering the listed expenses for the month of May 2024 and until a final hearing on the Motion can be heard. The essential terms for the proposed use of Cash Collateral are as follows:

- Pay insurance premiums including any past due amounts;
- Pay Google Suite and Quickbooks monthly licensing fees; and
- To the extent necessary, pay Ms. Faviola Castro as a contractor to respond to inquiries from insurance companies and legal counsel, including providing information necessary for the preparation of the Monthly Operating Reports.

13. Debtor reserves the right to seek additional expenses in the Final Cash Collateral for the payment of Ms. Faviola Castro as a contractor for the work completed for the benefit of the Debtor in responding to inquiries from insurance companies and legal counsel, including the preparation of the Monthly Operating Reports.

14. Bankruptcy Rule 4001(b) allows a court to authorize the use of cash collateral during the 15-day period following the filing of a motion if doing so would “avoid immediate and irreparable harm to the estate pending a final hearing.” Here, the Debtor requires immediate access to the Cash Collateral to maintain its insurance policy and access to its business records.

15. Adequate Protection

16. The Debtor offers the following adequate protection:

¹ The Debtor anticipates that certain pending litigation may be removed to the bankruptcy court.

- a. Frost Bank will be granted a replacement lien (the “***Replacement Lien***”) pursuant to 11 U.S.C. § 361(2), solely to the extent Cash Collateral is used, in all cash the Debtor acquires or generates after the Petition Date, but solely to the same extent and priority as existed pre-petition and subject to a determination by the Court that any such creditor holds a fully perfected, enforceable pre-petition lien on cash;
- b. The Replacement Lien will not attach to chapter 5 actions of the Debtor or the proceeds of the recovery upon such actions;
- c. Pledge of an additionally unencumbered asset, a 2007 GMC Truck, identified in the Debtor’s Schedules as asset No. 47.4 (the “Replacement Collateral”). For the avoidance of doubt, the Replacement Lien will attach to the Replacement Collateral and the proceeds from any sale of the Replacement Collateral.
- d. Except as noted above regarding the Replacement Collateral, the Replacement Lien will not attach to any unencumbered property of the Debtor, if any, or the proceeds from any sale of any unencumbered or unpledged property, and the proceeds from any sale of any unencumbered property shall be deposited into a separate unencumbered account and, absent further order of the Court, shall not be subject to the Replacement Lien;
- e. The Replacement Lien will not apply to any reduction in cash value caused from the payment of an expense that is later surcharged against any creditor’s collateral based on Section 506(c) of the Bankruptcy Code;
- f. Subject to the limiting conditions on the Replacement Lien, the Replacement Lien will be binding upon any subsequently appointed chapter 11 or chapter 7 trustee;

- g. The cash will be used to continue the status quo of the Debtor and therefore maximize the value of the estate to improve recovery for the creditors, the use of cash will be limited to the uses set forth above to assure that appropriate operating expenses are being paid and that no inappropriate expense is paid.

17. The Debtor believes that the terms of the proposed Interim Cash Collateral Order attached hereto as **Exhibit 1** is fair and reasonable under the circumstances. The Debtor asserts that the aggregate value of Lender's cash collateral will not diminish as a result of the use of cash in this case based upon the pledge of the Replacement Collateral.

18. Given that the interests of Frost Bank in the Cash Collateral will be adequately protected, it is in the best interest of the Debtor, its estate, and its creditors for the Debtor to maintain the status quo while liquidating its assets and for the Debtor to be authorized to use Cash Collateral.

IV. NOTICE OF THIS MOTION

19. The Debtor has provided notice of the filing of this Motion either by electronic mail, facsimile, overnight mail, or regular postal mail to: (i) the Office of the United States Trustee; (ii) Frost Bank; (iii) the Texas Comptroller; (iv) Williamson County; and (v) all parties entitled to notice pursuant to Bankruptcy Rule 2002 and Local Rule 9013..

WHEREFORE, the Debtor respectfully requests that the Court enter the Interim Order:

- (a) Authorizing the Debtor to use the Cash Collateral in accordance with the Budget;
- (b) Granting replacement and additional liens in accordance with paragraph 15 above;
- (c) Scheduling a Final Hearing on the Motion for approximately twenty (20) days after the entry of the Interim Order on the Motion; and
- (d) For such other relief as this Court deems just and proper..

Dated: May 10, 2024

Respectfully submitted,

HAYWARD PLLC

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing was filed electronically via the court's CM/ECF system on May 10, 2024 thus effecting service on any parties requesting service thereby. The foregoing was served on May 10, 2024 on all persons below and on the attached list via first class mail.

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Suite 530
Austin, TX 78757-1269

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Ascentium Capital
23970 Hwy 59 North
Kingwood, TX 77339-1535

Texas Comptroller of Public Accounts
Revenue Accounting Division - Bankruptcy
P.O. Box 13528
Capital Station Austin, TX 78711

End of Label Matrix	
Mailable recipients	149
Bypassed recipients	0
Total	149